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ABSTRACT

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Special Report #8

NATIONAL FACULTY ASSOCIATIONS IN COLLECTIVE BARGAINING:

A COMPARATIVE DISCUSSION*

By

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This study examines national and local chapter positions of the three national faculty associations engaged in collective bargaining (AAUP, AFT, & NEA). It explores four areas - history, negotiating objectives, strategies, and politics. Organizational competition and, more importantly, local issues have resulted in wide diversity among the stances of national organizations and individual local affiliates, as well as among the local units of the national organizations. Attitudes and behavior of college collective bargaining agents often seem to be determined at the local rather than the national level.

Faculty dissatisfactions over promotion, salary, working conditions, university governance, among others, have caused professors in a number of institutions of higher learning in recent years to choose collective bargaining agents to represent their interests. Three national organizations have become the major contenders for this purpose: American Association of University Professors, American Federation of Teachers, and the National Education Association. The intent of this study is to examine the positions of each of these organizations in relation to others and in relation to practices followed by the respective local chapters during 1973. Four broad areas -- history, negotiating objectives, strategies and politics -- will be the focus of the inquiry. While much of this study focuses on national trends in these four areas, national positions are only an indication of how local affiliates may act. What local chapters do and say may very much depend upon individual campus conditions and upon the membership of that unit.

Collective Bargaining History of Faculty Organizations

A. American Association of University Professors (AAUP)

Since its founding in 1915, the American Association of University Professors (AAUP) has taken the position nationally that the common goals and interests of campus communities override conflicting interests, thereby permitting the development of common patterns of shared collegial authority. The Association's prime concerns have been the protection of academic freedom, tenure, and due process. The national leadership continued for a long time to resist pressures to soften the organization's opposition to collective bargaining. These pressures came from a minority segment within the national office and from local chapters faced with organizing activity by AFT

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Sponsored by the Association of American Colleges, the American Association of State Colleges and Universities, and the National Association of State Universities and Land Grant Colleges. Funded by the Carnegie Corporation of New York.

and NEA.[1] The Association's 1966 statement of policy on the "Representation of Economic Interests" reaffirmed its preference "that all faculty members participate in making decisions and protecting their economic interests through structures of self-government within the institution, with the faculty participating either directly or through faculty-elected councils or senates."[2] As an alternative, the statement suggested the passage of state legislation which would require public institutions to establish "adequate internal structures of faculty participation in the government of the institution."[3] An additional policy statement shortly thereafter provided for the possibility of AAUP chapters to function as bargaining representatives where other preferred alternatives were unavailable.[4] This position was reaffirmed in policy statements in 1968 and 1969.[5] In the latter year the circumstances under which an AAUP chapter could seek certification became somewhat less restrictive.[6]

Internal and external pressure led the Association to openly debate the issue in 1971, and to establish a national policy.

Those who did not favor the Association's commitment to collective bargaining were chiefly concerned that the Association's new role as a partisan organization seeking to improve the economic status and working conditions of college professors would hamper its traditional role - that of a professional association committed to the development and enforcement of principles and standards of academic freedom and tenure.[7]

Those favoring such a commitment, on the other hand, argued that in pursuing collective bargaining through its chapters, the Association would be "taking advantage of an expanded opportunity to place its policies and standards in effect and indeed to buttress its position as the preeminent spokesman of college and university faculty members."[8] It was felt that collective bargaining should not be left to organizations felt to be less experienced in higher education and less dedicated to the principles of academic freedom and tenure, due process, and sound academic government developed by the Association. This position became the basis for the Association's Statement on Collective Bargaining (1972) stating that "where appropriate... the Association will pursue collective bargaining as a major additional way of realizing its goals in higher education."[9]

B. American Federation of Teachers (AFT)

Nationally, the American Federation of Teachers (AFT) has been primarily concerned with conditions of employment for teachers, specifically increased salaries and decreased workloads. Organized in 1916, the AFT affiliated with the American Federation of Labor in 1919, and has since followed the general pattern of American unionism.

In the middle and latter part of the 1950's the AFT began to show an increased interest in establishing a clear stand on collective bargaining. Prior to that time "negotiations" between boards of education and teachers unions ranged from presentations of salary committees to agreements that

were almost de facto collective bargaining agreements. The AFT Executive Council in 1955 formally recommended that AFT locals stress the importance of collective bargaining and the task of clearly defining the AFT as an organization with unmistakable trade union goals.[10] Pressure from the rival National Education Association (NEA) prompted the AFT convention delegates to formally label that organization a "company union," thereby establishing the two groups in firm competition. The manner in which collective bargaining was to be achieved in the absence of federal and state legislation, was not evident until 1962. In that year an AFT affiliate -- the United Federation of Teachers -- militantly pushed for and won a collective bargaining election in the New York City public school system. This victory contributed to aggressive organizing activity by the AFT among public school teachers and rapid growth of teacher unionism not only among elementary and secondary teachers, but among college faculty as well. In 1967, the AFT Executive Council formally established a full-time Colleges and Universities Department.[11]

C. National Education Association (NEA)

Throughout most of its history, since its organization as the National Teachers Association in 1857, NEA's purpose has been to "elevate the character and advance the interests of the profession of teaching and...promote the cause of popular education in the United States."[12] Toward that end, it served both administrators as well as teachers. Originally, NEA became involved in higher education through its interest in teacher-training programs. The advent of collective bargaining led to the formation of the National Faculty Association section for community and junior colleges in 1968 and, in 1969, two more sections for all higher education faculty -- the National Society for Professors and the National Association for College and University Administrators -- were added.[13] In a major reorganization of the NEA during the Spring of 1972, all segments of the Association were reorganized under four super-divisions. Union-organizing activities at all levels of education were organized under the division of Affiliate Services.[14]

Prior to 1960, the NEA policy made no mention of bargaining. As with the AAUP, the national leadership of this organization opposed exclusive collective bargaining even where its local chapters were under pressure by AFT affiliates. In that year, however, the NEA's board of directors adopted a resolution on Representative Negotiations suggesting that conditions of employment were a proper subject for discussion between affiliate chapters and school administrators. The year 1962 represented a turning point for NEA, prompted in part by the effective organizing campaigns of the AFT the previous year. The Association resolved "to support professional negotiations, as opposed to 'collective bargaining', and to insist upon the right of professional associations to participate in determining policies and to join in establishing procedures to 'reach mutually satisfactory agreements'."[15] In making the distinction between professional negotiations and collective bargaining, the NEA indicated its tendency to oppose the development of exclusive bargaining arrangements, primary reliance on economic sanctions, and the use of the strike weapon.

In the years 1963 to 1968, the NEA adopted resolutions pertaining to this basic statement which included the establishment of negotiation procedures, use of machinery such as state mediation and arbitration boards, establishment of professional grievance procedures, and support for affiliates once a strike had occurred.[16] Although this metamorphosis of NEA's position on collective bargaining specifically related to public school education, its implication for higher education is clear.

Negotiating Objectives of Faculty Organizations

Faculty dissatisfaction and disagreement over issues of promotion and tenure, salary structure, and faculty workload are often reflected in opposing positions and goals of different faculty organizations. Nationally, the policy statements of each of the faculty organizations are statements of general principle, varying in their degree of specificity, ranging from the general guidelines of the AFT to the more specific ones established by the AAUP. The AFT views the substantial local autonomy that it allows as an opportunity for its affiliates to adopt policy to practices generally followed at a particular institution.[17] The AAUP, on the other hand, feels that policies in some academic issue-areas, which have been developed over the years through "negotiations" between faculty and administrators, are necessary to safeguard academic processes.[18] We shall examine below three policy areas in which the national organizations take positions, comparing those stances with selected contracts from four-year institutions, negotiated by local affiliates for 1973.[19] Theoretically, the national organizations allow varying degrees of autonomy to their local chapters, but in practice, locals, regardless of national affiliation, are relatively free to pursue their own policy objectives. In addition, this means that relatively large variations can and, in fact, do exist among locals of the same union. These differences depend on what the local membership perceives as important in light of past practices at their individual institution and what it is capable of bargaining. The eventual contract which emerges, it must be remembered, does not necessarily reflect all the demands made by a local chapter nor the bargaining trade-offs made by either side at the negotiating table.

A. Tenure and Promotion

On the question of tenure, the National Education Association has argued for a reduction in the length of the probationary period -- to a three-year maximum -- in contrast to the American Association of University Professors' advocacy of a seven-year maximum. The former organization maintains that it does not take an individual seven years to prove creativity and productivity in his field or his worth to the institution. Such a long period, it maintains, is counterproductive both to the individual faculty member and the institution.[20] AFT does not have a national policy on the issue, although philosophically it leans toward a shorter rather than a longer probationary period.[21]

Examining campus contracts, one finds that local practice differs from national policy. Among the agreements examined, only the one negotiated by an NEA affiliate for the Pennsylvania State Colleges provides for a probationary

period of three academic years. AFT contracts at Pratt Institute in Brooklyn, New York, and Rhode Island College provide for tenure decisions between the second and fifth years and by the fifth year, respectively. Contracts at Loretto Heights College in Denver, Colorado, and Youngstown State University in Ohio, both NEA affiliates, state that tenure decisions shall be made after six years of full-time teaching experience in higher education. AAUP contracts examined tend to reflect national policy more closely. The AAUP contract at Ashland College in Ohio, for example, provides that the probationary period not exceed seven years, while at the University of Rhode Island, an individual becomes eligible for tenure when he has accumulated five years' full-time service, two of which must be at that institution. Some AAUP contracts, such as those at the University of Delaware, Dowling College in Oakland, Long Island, and the New York Institute of Technology, are silent on the subject of promotion and tenure, subsuming this policy area under a past practice clause.

Nationally, the AFT and NEA would accompany the reduced probationary period with greater protection for the nontenured individual. NEA, for example, in its Statement on Due Process and Tenure, states that appropriate reasons and timely notice will be given before any adverse action is taken; that it is the burden of the institution to justify its actions with evidence; that an individual has the opportunity for a hearing on this evidence; and that the individual has the right to appeal the decision to binding arbitration by a neutral third party.[22] AAUP policy, on the other hand, leaves these matters to the individual institutions, insisting on more general standards of academic due process, including the opportunity to submit material helpful in the consideration of his or her reappointment; opportunity to request a reconsideration by the decision-making body, or the right to petition to a grievance committee.[23]

Among the contracts examined, those negotiated by the local chapters of each organization generally bear out these national positions. However, there are exceptions. Tenure and promotion practices, and the substantive decisions which follow from them, are not subject to the grievance procedure in AAUP negotiated agreements at the University of Delaware, Oakland University, or St. John's University. However, all these contracts permit an individual to subject alleged procedural violations to arbitral review. The AAUP contract at the University of Rhode Island, however, permits arbitral review of substantive promotion decisions. In such cases, the burden of proof lies with the grievant, not the University. NEA contracts examined at Central Michigan University, Loretto Heights College, Pennsylvania State Colleges, and Youngstown State University vary in the degree to which promotional procedures are formalized. However, all provide grievance procedures for this issue. The latter three contracts provide for arbitration as well. Differing from the position of the national office, the AFT contracts at Pratt Institute and Rhode Island College do not contain grievance and arbitration procedures for tenure and promotion decisions. On the other hand, the AFT contracts at Southeastern Massachusetts provide for written reasons for non-reappointment, grievance procedures and binding arbitration for tenure decisions. While the positions of the parent bodies are generally reflected in the contracts negotiated by local affiliates, there are some notable exceptions.

All three organizations maintain that tenure evaluation should be based on merit alone, although they tend to appraise aspects of this problem differently. AAUP efforts in the past have been directed toward insuring that institutions develop qualifications and criteria for promotion in concert with faculty, and that individual decisions on promotion reflect peer evaluation and review. On the other hand, the AAUP's 1973 Statement On the Imposition of Tenure Quotas, while objecting to the "making of appointments destined to lead to nonretention because of a fixed numerical quota of tenured positions," allows for the development of "stricter standards for the awarding of tenure... with a consequent decrease in the probability of achieving tenure."[24] The balancing of these two positions may prove to be quite difficult but currently the AAUP is relying on a combination of faculty peer judgment and administrative responsibility to resolve it.

B. Salaries

One impetus for collective bargaining at some senior institutions has been dissatisfaction among faculty with their compensation positions vis-a-vis colleagues in other institutions and counterparts in other professions. In the past, when academic employees were in great demand, salaries in lower ranks rose rapidly to improve the institution's recruiting position, while those in higher ranks improved relatively slowly. The AAUP, through the self-grading salary surveys which report minimum and average earnings for each rank of professor, have attempted to bring pressure on individual institutions to upgrade their salary scales.[25] The emphasis has been, however, on pushing up "the maximum salaries in the higher ranks in the expectation that increases will exert a pull on all salaries."[26] The AFT, on the other hand, has tended to argue for decreasing the salary spread between ranks and for more formalized salary structures.[27] In examining the contracts under consideration here, these general national stances are not borne out on local campuses.

AAUP-negotiated agreements show wide diversity in faculty compensation provisions. Agreements at St. John's University and Polytechnic Institute of Brooklyn provide for yearly percentage increases; minimum salary levels for each rank are contained in the Delaware contract; minima and maxima are stated in the Wayne State agreement; and step-level increases within ranks can be found in the Oakland University and Dowling College contracts.

The same diversity can be found in the contracts of the other two faculty organizations. The NEA contract at Ferris State College states a precise dollar amount to be added to the salary base for each year. A minimum salary scale by rank is found in Central Michigan's contract, while minima and maxima are given in the Loretto Heights College agreement. The NEA-negotiated contract for the Pennsylvania State Colleges and Universities, on the other hand, provides for a very detailed scale of salaries by ranges within each rank.

The proposition that the AFT works toward more formalized salary structures with annual increments based on seniority was not reflected in the AFT contracts examined. The Rhode Island College contract provides minimum

salaries by rank as well as percentage salary increases for cost-of-living adjustments and degrees of performance, while the Pratt Institute contract provides for minima by rank only. The existence of compensation clauses for individual salary adjustments for women and minority groups, cost-of-living increases, merit increases, promotional increments, and overload compensation vary greatly from contract to contract and their existence in a contract does not appear to be tied to a national policy.

One can therefore draw the conclusion that salary compensation scales reflect largely individual campus conditions and what the local affiliate is able to bargain.

C. Faculty Workload

A statement by Israel Kugler, former President of the United Federation of College Teachers, a New York affiliate of AFT, advocating a maximum workload of nine semester hours for undergraduate teaching, six hours of graduate level teaching, and a maximum of 100 students per semester per instructor, is generally accepted as the AFT's position on this subject.[28] The AAUP's Statement on Faculty Workload sets a maximum teaching load of twelve hours per week, with no more than six separate course preparations during the academic year at the undergraduate level. For instructors partly or entirely at the graduate level, a maximum teaching load of nine hours per week is mentioned. However, the Association suggests that the preferable pattern at each level is a teaching load of nine and six hours, respectively.[29] While no precise teacher-student ratio is stated, the AAUP document provides that size of classes taught, differences in scope and difficulty among courses, research, and university service should all be considered in the distribution of workloads. The positions of the faculty organizations on this policy issue are, therefore, comparable. None of the negotiated contracts for any local chapter provided for a workload of nine and six hours for undergraduate and graduate teaching, respectively. AAUP contracts at Oakland, Wayne State and Dowling were silent on the subject of teaching load, while the Ferris State contract (NEA) states that "this Agreement shall not be construed either to require a specific number of hours of service to the College, nor to give any bargaining unit members the right to additional compensation based on the number of hours of service performed..."[30] Agreements at Loretto Heights College (NEA), Pennsylvania State Colleges and Universities Faculty (NEA), New Jersey State Colleges Faculties (AFT), Pratt Institute (AFT), and Rhode Island Colleges (AFT), all provide for a maximum of twelve contact hours at the undergraduate level and nine at the graduate level. The Delaware contract (AAUP) provides for a maximum of twelve contact hours, regardless of whether it is graduate or undergraduate instruction.

Various contracts provide different mechanisms for handling maximum contact hour provisions. The University of Delaware and Rhode Island College contracts provide formulas for assessing contact hours, the Rhode Island formula being an elaborate calculation procedure based on factors such as course preparation, team-teaching, television instruction, etc. Reductions

in workload are given to specific schools within the institution in the Pratt contract and to specific classes of individuals in the Pennsylvania State Colleges agreement. Overload compensation provisions are also included in the latter contract and in the agreement negotiated for the New Jersey State College Faculties.

Many of the contracts examined do not contain clauses on class size or student-faculty ratios. Responsibility for a maximum per semester of 75 to 100 students is provided for faculty at Rhode Island College (AFT), while the maximum is set at 150 students for faculty at Pratt Institute (AFT). The Delaware contract (AAUP) sets the student-faculty ratio at 18.1, about 75 students per faculty member each semester. The AAUP contract at Oakland provides for an annual revision of this ratio based on the number of students taught during the fiscal year and the number of full-time equivalent faculty supported with federal or special funding during that same time period.

With one exception, the AAUP contracts examined here were silent on the subject of teaching loads. Contracts negotiated by the other affiliates, except the Youngstown agreement (NEA), all provided at least maximum teaching load provisions. No clear pattern among the three faculty organizations on contracted student-faculty ratios was discernable.

A comparison of contract clauses on promotion and tenure salaries, and faculty workload negotiated by affiliates of the AFT, AAUP, and NEA with the national stances of the three organizations on these same issues shows not only a general lack of correspondence between the national and local positions, but among various chapter contracts as well. What one chapter may do in relation to a specific issue does not necessarily reflect the national office's position or the position taken by the other affiliates. On some issues, such as the length of the probationary period in AAUP contracts, one can discern a tendency to follow national policy. But, in general, one can only conclude that contract clauses reflect local issues of concern, bargaining trade-offs by each party to the agreement, and negotiating skill of the bargaining teams. National positions of faculty organizations are not reliable predictors of provisions in individual campus contracts.

Strategies of Faculty Organizations

Among four-year institutions in the past several years, the AAUP has become the bargaining agent for twenty-three faculties, the AFT for twelve, the NEA for fifteen, and a merged AFT-NEA affiliate for six.[31] If one counts multi-campus institutions individually rather than the total system as one unit, then the AAUP has become the bargaining agent for 28 faculties, the AFT for 18, the NEA for 31, and a merged AFT-NEA affiliate for 38.[32] During 1973, the AAUP won seven elections, the AFT won five, and the NEA won two. No elections were won by the AFT-NEA affiliate. The appeal of the AAUP is thought by some observers to be greatest among faculties at private institutions, while the other two organizations are thought to appeal to faculties at state institutions. This proposition was not definitely borne out in the "won-lost record" of 1973 elections in four-year institutions. AAUP won elections at both private and state institutions, as did AFT.

In some areas the three faculty organizations have the same goals: increasing membership; obtaining resources, both human and financial; and achieving stated objectives on local campuses. To achieve these ends they may rely on certain strengths: for example, interest and experience in dealing with problems of higher education and the ability to command resources. The AAUP tends to rely on the former, while AFT and NEA tend to rely on the latter.[33] It is still too early to determine whether experience in higher education or an extensive resource base is more important in winning elections and negotiating and administrating contracts, since bargaining in four-year institutions is still a relatively new phenomenon. Below we shall examine these common problems in relation to the respective strategies followed by the organizations.

A. Membership

The greatest strengths of the AAUP include the prestige it commands in higher education, its experience with policy matters, and its sensitivity to problems unique to college campuses. Local chapters on individual campuses have long supported the work of the national office in the area of academic freedom and tenure. However, its dual function as both a labor organizer and a professional association has created problems for the AAUP. The majority of the membership does not wish to be known as a labor union or to have a portion of their yearly dues spent on this endeavor. A small segment of the membership, on the other hand, feels that the organization should be even more firmly committed to bargaining. As a result of these opposing forces, the national membership of the organization has dropped 17 percent in the last three years, from 90,077 in 1971 to 75,069 this year.[34]

Another factor which may have contributed to this decline is the loss of members on campuses where other agents have won elections. AAUP figures indicate that at institutions where AAUP chapters are the bargaining agent membership has risen about 77 percent, while at institutions organized by affiliates of the NEA or AFT, AAUP membership has declined about 43 percent.[35] Individuals on campuses where other union affiliates have exclusive status, may feel that the AAUP's capacity to investigate academic freedom and tenure complaints has been destroyed. Since collective bargaining dues are relatively expensive, the cost of paying dues to two organizations may be prohibitive for individual faculty members.

AFT and NEA share this latter difficulty to some extent, as well. In addition, they lack prestige in higher education since most all of their efforts in the past have been devoted to elementary, secondary, and community college institutions. One technique that NEA has used to offset these problems has been to seek out and merge with local campus organizations interested in collective bargaining, but which do not have the necessary resources to wage a campaign. This strategy has been employed by NEA at Albion College, the Pennsylvania State Colleges, State University of New York, and Temple University campuses.

Separate figures for NEA and AFT faculty membership in four-year institutions are not available. However, for both two-year and four-year

institutions, the AFT estimates 35,000 members[36] and NEA 51,000 members.[37] Clearly the largest membership in higher education is found within the AAUP.

B. Resources

While the AAUP has the advantage of a large membership gained through its reputation as a professional organization long concerned with issues in higher education, the AFT and NEA are able to rely upon well-staffed and trained national offices and field units. They also appear to command the monetary resources necessary to organize successful campaigns and to negotiate and to administer contracts.

Decline in AAUP membership has meant a corresponding drop in funds available to the national organization -- a loss of approximately $100,000 over the last three years. Despite this reduction, the national association's commitment to collective bargaining has increased from 12.5 percent of the budget in 1971, to 21.7 percent in the following year,[38] to about 25 percent in 1973.[39] Approximately $375,000 of the AAUP's 1.5 million dollar budget is spent on staff time, travel, financial and legal assistance, etc. associated with collective bargaining activities.[40] For the same types of activities, NEA estimates that it spent $450,000 in the higher education sphere in 1973,[41] and AFT in excess of $400,000.[42] This amount, of course, does not reflect what local chapters spend on the same activities.

Differences in the amounts spent by national organizations are reflected, to some extent, in the local dues-paying structure. The minimum an individual member of an AFT local pays is $60 a year. Of this amount, $21 is paid to the national organization for various purposes.[43] On the average, however, the annual dues contribution that a faculty member makes to the national organization is between $35 - $40. Two-thirds of the NEA dues dollar goes to the national organization for activities such as the Dushane Fund which assists faculty members in processing grievances with college administrations, for promoting federal legislation, and for organizing activity. The national association bears the brunt of the organizing operation of state and local affiliates, since local affiliates at unorganized schools are generally nonexistent.[44] In effect, this means that organized NEA locals heavily underwrite bargaining activity, and the large outflow of dues income for this endeavor, among others, has made faculty members in some NEA bargaining units unhappy.[45]

AAUP chapters which are bargaining collectively determine their own local dues. The national office suggests that it be three-quarters of one percent of salary. Dues for organized and non-organized AAUP members are paid on a sliding scale based on salary. This ranges from $12 to $36 a year.[46]

The actual membership of a local is frequently much smaller than the membership of the bargaining unit. Since membership in the unit does not require members to pay dues, this means, of course, that those who do bear the costs for the unit as a whole. Contracts negotiated in the industrial sector typically have union or agency shop clauses[47] to provide the union with sufficiently guaranteed income to meet its operating costs. Even in states

where agency shop clauses are not illegal or where bargaining takes place under the National Labor Relations Act (private institutions), most faculty bargaining agents have not found it politically feasible to require all faculty members to pay union dues.[48] The contract at Ferris State College (NEA) includes a provision for an election on that issue.[49] In the election, held May 1, 1974, the faculty voted for an agency shop. The expense of collective bargaining may cause more local affiliates to include these clauses in the contracts they negotiate.

It is difficult for several reasons to assess the amount of money collected through local affiliates as well as the effectiveness of the money spent by national offices in collective bargaining activity. First, financial records are not available for an item-by-item analysis of monies spent on various types of collective bargaining activities. Second, the priorities for expenditures may differ from one association to the next. The policy of one national association may be to invest the preponderance of resources in winning election campaigns, while another may at times spend its resources once the election is won. Third, bargaining unit membership does not accurately reflect the dues-paying membership of the local chapter. Hence, it is difficult to calculate the resource contribution of local chapters to bargaining activities, such as election campaigns. At some institutions the local affiliate may bear only a small fraction of the costs, the national paying the preponderance of the expenses. At others, the local chapter may sustain a larger share of the financial burden.

Even with these limitations it appears relatively safe to conclude that judging from the election results of 1973, the advantage of resources may be more apparent than real. The NEA was engaged in ten elections in four-year institutions, AFT in twelve, and AAUP in eighteen. Two elections were won by NEA, seven won by AAUP and five by AFT.[50] By the numbers at least, the AAUP has a greater return for the resources it has invested.

C. Tactics of Dispute Settlement

The achievement of local objectives is the third major problem that each association faces. Achieving objectives often entails resolving the disagreements that inevitably arise between an administration and its faculty. There are three alternatives in dispute settlement: persuasion, institutional procedures using neutral third parties, and coercion -- most notably the strike.[51] The first, persuasion, involves appeals to reason and exchange of information, where both administrators and faculty try to influence a change in the other's attitude.[52] It is, by far, the approach most frequently used by all three faculty groups. The second of these methods involves mediation, fact-finding, or arbitration as a means to avoid or break an impasse. This technique is commonly used to resolve issues which have a special relevance for individual faculty members,[53] such as promotion and tenure, retention, or teaching load. All the contracts examined in this study except that of Ashland College (AAUP) contained grievance procedures applicable to at least some of the problems that confront faculty members. Through the strike weapon or the threat of it, organizations seek to force the submission of other parties to their terms or objectives.[54] It is this third method of conflict resolution that is of concern here.

The AFT has long assumed that teachers, like other private sector employees, have the right to strike. "Even though the union had no moral objections to teacher work stoppages, it did not openly advocate strikes as normal union activity, even under appropriate circumstances."[55] Increased collective bargaining activity among teachers in secondary schools, in the 1960's, gave the strike new meaning. Indeed, the bargaining process is now viewed by the AFT as ineffective without the strike or the threat of a strike.

The National Education Association abandoned its long-standing opposition to the strike weapon in 1968. Prior to that time, they placed primary reliance on political sanctions made effective through the power of the state education lobbies, or on such strike substitutes as "professional holidays" or "meetings" to achieve objectives.[56] Although the Association now prefers mediation, fact-finding, arbitration as well as political action as appropriate means to resolve impasses, it stated, in 1971, that teachers may have no choice but to resort to a withdrawal of services as the only means of correcting conditions in specific situations.[57]

The American Association of University Professors in 1968, like the NEA, became more flexible in its attitude toward the strike. Although the AAUP has never looked upon the strike as an appropriate mechanism for conflict resolution, it did accept the right of faculty members "to strike only if they believe that another component of the institution (or a controlling agency of government, such as a legislature or governor) is inflexibly bent on a course which undermines an essential element of the educational process."[58] Like the NEA, the AAUP endorses strike action over both economic and academic issues in extraordinary circumstances. However, more than NEA and AFT, the AAUP advocates and relies on mutual accommodation of interests between faculty and administrators, rather than institutionalized procedures, to resolve disputes.

As with negotiating positions, national stances on methods of conflict resolution are not a sure guide to the attitudes and behavior of local groups. Affiliates display a wide range of activity and of degrees of militancy. In fact, only one strike has occurred at a senior institution. That one was begun by the AAUP affiliate at Oakland in 1972 over higher salaries and better working conditions rather than academic issues.

Politics of Faculty Organizations in 1973

A. AFT-NEA Merger

The leadership of the AFT has for several years supported merger with the NEA as a means to create a single, nationwide, militant teachers union. AFT views the merger as the first step in achieving what it terms "multi-level bargaining" -- bargaining not only at the local level, but at the state and national levels as well. The membership of the organization, while growing, remains too small to achieve its objective, but a merged AFT-NEA group would potentially have the power to achieve economic gains and improvements in

working conditions for teachers.[59] In addition, the competitive struggle between the two has "degenerated into squabbles over relatively insignificant matters,"[60] "been costly financially, and forced the NEA to take more extreme ideological positions in an effort to compete."[61]

The resolution to begin affiliation talks, passed at the 1973 NEA national convention, was a significant concession to the teacher unity movement within the organization, since the mood of the convention was overwhelmingly anti-affiliation.[62] Just last year the NEA convention ratified by greater than a three-to-two vote, a policy prohibiting any further state or local AFT-NEA mergers which required ties to the AFL-CIO movement. "In a subtle but significant shift, the NEA changed from insistence on affiliation as a precondition of merger talks to an insistence that the NEA would not accept affiliation as a result of such talks."[63]

The national association has no stated policy on the advantages of merger but those desiring it maintain that merger with the AFT would garner needed support from AFL-CIO for educational policy and programs. In return, the AFT-NEA would support the programs of other unions in their respective areas. The merger arrangement would be a practical and a political one.[64] Other reasons for opening these talks perhaps included recent losses in NEA membership and corresponding increases in AFT growth, and cutbacks in publications and staff assistance caused by financial cutbacks.[65]

Merger talks proceeded during 1973 and the first two months of 1974, but the factors mitigating against merger proved too difficult to surmount and talks were stopped. The NEA was very reluctant to accept the AFL-CIO affiliation of AFT, since it feared loss of prestige through affiliation with militant labor. AFT, on the other hand, was reluctant to accept NEA's position that every committee and official body must have minority group representation. This provision was viewed by the AFT as similar to a racial quota and therefore illegal. AFT also objected to the NEA policy of secret ballot election of officers at conventions. Leadership in the AFT believes in an open ballot on the theory that members have a right to know how delegates vote.[66]

Any merger between the two organizations would potentially have had a great impact on the higher education segment of NEA. This group perceives its educational policies as philosophically more aligned with the AAUP than the AFT. In addition, the higher education division feels that "as the AAUP gravitates more toward an acceptance of collective bargaining as a means of working out problems and constructing a university's overall program, the two organizations will come closer together. On the other hand, the NEA and AFT will grow further apart since AFT tends to restrict itself to areas dealing with faculty welfare, while NEA has gone beyond that to the educational operation of the institution."[67] Perhaps an extension of this feeeling can be seen in the recent NEA-AAUP merger at the University of Hawaii, although most certainly, practical considerations played a large part. Since AFT-NEA merger talks proved fruitless, the national NEA ban on local mergers with AFL-CIO affiliates will remain in force. NEA-AAUP mergers could become more common in the future.

B. Internal Controversy

Merger talks, even at their initial stage, have had great impact within the AFT's top leadership. Although other policy issues are undoubtedly involved in the struggle between David Selden and Albert Shanker over the organization's presidency,[68] it was the argument surrounding teacher unity that caused the AFT Council to vote for Selden's immediate resignation in December 1973[69] and his eventual loss of control over the publications of the organization.[70] The official 1973 AFT Convention position on merger calls for affiliation with the AFL-CIO by any newly-formed organization. Selden publicly has suggested two face-saving ways to make AFL-CIO affiliation politically feasible for NEA leaders. He suggests a three-year "trial affiliation"; or alternatively, that any member of an organization not affiliated with AFL-CIO at the time of merger could, within a reasonable time, state his wish not to be an "AFL-CIO" member.[71] In Shanker's view, Selden jeopardized the merger talks by making public unauthorized proposals.

Differences in views between the two men seem to have become too great for any reconciliation.[72] The rift may split the AFT membership into factions for some time to come.

The NEA has its internal problems as well. In 1972 reorganization of NEA placing union-organizing activities at all levels of education under a division of affiliate services appears to have hurt the higher education drive. Merger with elementary and secondary education, which clearly represents the majority of NEA membership and, hence, the preponderant influence on expenditures, has forcedhigher education to compete even harder for the financial and human resources which collective bargaining demands. In addition, some feel that the NEA national organization is overwhelmed both by internal bureaucracy within it and by the dominance of the state assoications. Perhaps this helps account for the greater number of election losses and generally poorer showing in elections by NEA chapters in 1973.

A different type of problem is faced by the AAUP - that is, whether or not to commit itself wholeheartedly to collective bargaining. The majority of the membership remains opposed to bargaining, preferring to have the association obtain its goals through discussion within traditional, professional modes. A much smaller, yet vocal minority, feels the Association should commit greater resources to collective bargaining concerns. Last March, representatives from each of the units organized under AAUP auspices met and discussed the weak image and lack of leadership displayed by the National Office for those concerned with collective bargaining issues.[73]

An AAUP Collective Bargaining Caucus Executive Board consisting of all AAUP chapters engaged in collective bargaining was formed. This Caucus is, in effect, an internal lobby, whose purpose is not only to help each other with problems, but to put greater pressure on the national body to hire organizing personnel and provide financial backing for organizing campaigns, negotiating and administrating contracts.[73]

The election for the AAUP presidency, held during the first quarter of 1974, was viewed as the first real contest for that position in the 58-year history of the Association.[74] Publicly the comments of all three candidates vying for the position resembled one another, but attitudes expressed appear to make the contest a choice between the AAUP as a professional association and the AAUP as a more activist group, principally through collective bargaining. The election of William Van Alstyne, considered the most traditional of the candidates, may indicate a desire on the part of many AAUP members not to adopt a more activist approach toward collective bargaining.[75] It may also determine the degree of future commitment by the AAUP to this endeavor. Although Mr. Van Alstyne opposed the Association's entry into collective bargaining, he now says he supports the commitment to it.[76]

Conclusion

In a short study such as this one dealing with such a complex phenomenon as collective bargaining, it is impossible to thoroughly examine all ramifications of the issue. In addition, the positions of the national organizations are, in some cases, difficult to identify or describe. Despite these limitations, it is possible to draw two basic conclusions. First, each of the associations claim that philosophically they are different from each other. They might well be, but they have, at least in practice, drawn closer together during 1973. Second, the imperatives of organizational competition and, more importantly, the diversity of local situations have resulted in wide diversity between the stances of national organizations and individual local affiliates as well as among the local units of national organizations. In short, the attitudes and behavior manifested by a college collective bargaining agent are, in large measure, determined at the local rather than the national level, at least in these formative years.

June 1974

Footnotes

1. John C. Livingston, "Collective Negotiations" in Asa A. Knowles (ed.), Handbook of College and University Administration: Academic (New York: McGraw-Hill Book Company, 1970, pp. 6-108).

2. "Representation of Economic Interests," AAUP Bulletin, Vol. 52, No. 2 (Summer 1966), p. 229.

3. Ibid. p. 229.

4. "Council Position on Collective Bargaining," AAUP Bulletin, Vol. 58, No. 1 (Spring 1972), p. 46.

5. Ibid.

6. Ibid. pp. 46-47.

7. Ibid. p. 48.

8. Ibid. p. 49.

9. "Statement on Collective Bargaining," AAUP Policy Documents and Reports (Washington, D. C.: American Association of University Professors, 1973), p. 52.

10. Richard A. Hixon, The Looseleaf History of the American Federation of Teachers (Washington, D. C.: American Federation of Teachers, 1972), not paged.

11. Ibid.

12. Ronald C. Brown, "Professors and Unions: The Faculty Senate: An Effective Alternative to Collective Bargaining in Higher Education?", William and Mary Law Review, Vol. 12, No. 2 (Winter 1970), p. 281.

13. Telephone conversation with Mr. Charles Robert Simpson, Higher Education Program Manager, National Education Association, May 10, 1974.

14. Ibid.

15. Op. Cit. Brown, pp. 281-282.

16. Resolutions on these subjects were adopted at the annual meetings of the National Education Association during these years and appear in the Addresses and Proceedings of the Association.

17. Interview with Dr. Robert Nielson, Head Colleges and Universities Division, American Federation of Teachers, January 24, 1974. It should be pointed out, however, that while autonomy can prove to be an asset, it can also prove to be a liability. A case in point is the rejection by faculty of the AFT-negotiated contract in Hawaii in November 1973. Among the issues in the contract were three clauses: 1) giving the administration power to lay off for lack of work "or other legitimate reasons"; 2) giving the university the right to suspend, discharge, discipline, or demote a faculty member "for proper cause"; 3) stating that a faculty member "should be careful not to introduce into his teaching controversial matter which has no relation to his subject." Traditional positions held by academics on tenure, peer evaluation, and academic freedom would have been replaced. While the national office of the AFT did not specifically approve these changes, it was bound by the autonomy of the local chapter.

18. Interview with Mr. Woodley Osborne, Director of Collective Bargaining and Associate Counsel, American Association of University Professors, January 25, 1974.

19. The contracts consulted for this study, including the years they are in force and the agent bargaining them are listed below:

    Ashland College (AAUP)
    Central Michigan University, 1971-1974 (NEA)
    Dowling College, 1972-1973 (AAUP)
    Ferris State College, 1972-1975 (NEA)
    Loretto Heights College, 1972-1974 (NEA)
    New York Institute of Technology (AAUP)
    Oakland University, 1972-1973 (AAUP)
    Pennsylvania State Colleges, 1971-1974 (NEA)
    Polytechnic Institute of Brooklyn, 1971-1974 (AAUP)
    Pratt Institute, 1972-1973 (AFT)
    Rhode Island College, 1972-1974 (AFT)
    Saint John's University, 1972-1974 (AAUP)
    Southeastern Massachusetts University, 1973-1976 (AFT)
    University of Delaware, 1973 (AAUP)
    University of Rhode Island, 1972-1974 (AAUP)
    Wayne State University, 1972-1974 (AAUP)
    Youngstown State University, 1973-1975 (NEA)

20. Interview with Mr. Charles Robert Simpson, December 12, 1973.

21. Interview with Dr. Robert Nielson, January 24, 1974.

22. Statement on Due Process and Tenure (Washington, D. C.: National Education Association).

23. Statement on Procedural Standards in the Renewal or Nonrenewal of Faculty Appointments, AAUP Policy Documents and Reports (Washington, D. C.: American Association of University Professors, 1973), pp. 8-12.

24. "On the Imposition of Tenure Quotas," AAUP Bulletin, Vol. 59, No. 4 (Winter 1973), pp. 428-430.

25. Robert E. Carr and Daniel K. Van Eyck, Collective Bargaining Comes to the Campus (Washington, D. C.: American Council on Education, 1973), p. 50.

26. Op. Cit. Livingston, pp. 6-111.

27. Ibid.

28. H. Israel Kugler, "Collective Bargaining for the Faculty, II," Liberal Education, Vol. 56, No. 1 (March 1970), p. 84. Also, Israel Kugler, "The Union Speaks for Itself," Educational Record, Vol. 49, No. 4 (Fall 1968), pp. 417-418.

29. Statement on Faculty Workload, AAUP Policy Documents and Reports (Washington, D. C.: American Association of University Professors, 1973), pp. 73-75.

30. Agreement Between the Board of Control of Ferris State College and The Ferris Faculty Association - MEA-NEA, 1973-75. Section 6.1, p. 10.

31. Among the two-year institutions at the close of 1973, AAUP represented three faculties, AFT represented 36, NEA represented 75, and AFT-NEA represented 14. See, "212 College and University Faculties with Collective Bargaining Agents," The Chronicle of Higher Education, Vol. VIII, No. 10 (November 26, 1973), p. 8.

32. Ibid.

33. In interviews with Woodley Osborne (AAUP), Robert Nielson (AFT), and Charles Robert Simpson (NEA), these respective strategies were stated in answer to the question "Why do you think a faculty member should join your respective organization?".

34. "AAUP Intensifies Its Interest in Politics, College Finance," The Chronicle of Higher Education, Vol. VIII, No. 32 (May 13, 1974), p. 3.

35. Correspondence from Woodley Osborne, May 2, 1974.

36. Op. Cit. Interview with Robert Nielson.

37. Telephone conversation with Charles Robert Simpson, May 10, 1974.

38. "Report of the Auditors, 1972," AAUP Bulletin, Vol. 59, No. 2 (Summer 1973), pp. 268-274.

39. Op. Cit. Interview with Woodley Osborne.

40. Ibid.

41. Telephone conversation with Charles Robert Simpson, May 10, 1974.

42. Interview with David Selden, President, American Federation of Teachers, February 14, 1974.

43. Minimum yearly dues of $60 would require a monthly payment of $5. Of this monthly amount, $1.75 goes to the national organization, while the remaining $3.25 goes to the state and local organization.

44. Op. Cit. Interview with Charles Robert Simpson.

45. Op. Cit. Carr and Van Eyck, p. 129.

46. Op. Cit. Interview with Woodley Osborne.

47. "Under the union shop, all workers at a plant or in an industry are required to join and pay dues to the recognized union. Under the agency shop, the worker can avoid union membership but must pay dues at least sufficient to meet his share of the union's cost of serving as his representative in collective bargaining." Op. Cit., Carr and Van Eyck, p. 131.

48. Ibid.

49. Ferris State administration and the Ferris Faculty Association (MEA-NEA) agreed, in the contract, that on or before May 1, 1974, a secret ballot would be taken of all members of the bargaining unit whether or not they belonged to the Association, to determine if an agency shop fee, equivalent to Association dues, should be required of all bargaining unit members who did not belong to the Association effective July 1, 1974. Prior to the ballot, all faculty members were advised of the amount of such a fee. If more than fifty percent of the bargaining unit members voted for an agency shop fee, Ferris State administration agreed to meet with the Association to determine specific procedures and to implement them effective July 1, 1974.

50. Elections won at four-year institutions by each of the three faculty organizations include:

American Association of University Professors

Regis College
University of Bridgeport
Rider College (AAUP recognized following a card count in which the AAUP chapter submitted 128 cards representing a majority of the faculty eligible to be in the unit agreed upon.)
Fairleigh Dickinson
Bloomfield College
Towson State College
Wagner College

American Federation of Teachers

Wentworth College of Technology
Southhampton College (NYSUT)

C. W. Post (NYSUT)
Franklin Pierce College

Vermont State Colleges

National Education Association
Ferris State College
Jamestown College

51. Explanation of each of these alternative methods of dispute settlement were taken from Ronald C. Brown, Op. Cit., pp. 288-294. "Professors and Unions: The Faculty Senate: An Effective Alternative to Collective Bargaining in Higher Education?", William and Mary Law Review, Vol. XII (Winter 1970), pp. 288-294.

52. Ibid. p. 289.

53. Ibid.

54. Ibid. p. 294.

55. David Selden, The Past, Present and Future of Teacher Militancy, (Washington, D. C.: American Federation of Teachers, 1973), pp. 237-238.

56. Op. Cit. Livingston, p. 6-109.

57. National Education Association, Addresses and Proceedings, Vol. 109 (Washington, D. C.: National Education Association, 1971), p. 767.

58. Statement of Faculty Participation in Strikes, AAUP Policy Documents and Reports (Washington, D. C.: American Association of University Professors, 1973), p. 56.

59. Interview with David Selden.

60. David Selden,"A Momentus Year Begins," American Teacher, October 1973, p. 4.

61. Interview with David Selden.

62. Myron Lieberman, "The 1973 NEA Convention: Confusion is King," Phi Delta Kappan, Vol. LV, No. 1 (September 1973), p. 4.

63. Ibid. p. 89.

64. Ibid. p. 5.

65. "Union Leaves Its Mark on NEA Convention," American Teacher (September 1973), p. 19.

66. Ibid.

67. Interview with Charles Robert Simpson.

68. For a discussion of the political issues which are the basis of this feud, see Richard Lewis, "Who Will Control the AFT?", Change, Vol. 6, No. 4 (May 1974), pp. 14-17.

69. "Fight for Union Democracy!", American Teacher, January 1974, p. 4.

70. "Union President Stripped Over Control of Newspaper," The Chronicle of Higher Education, February 4, 1974, p. 2.

71. Teacher's Cause Bulletin, Vol. 1, No. 1 (January 1974), p. 1.

72. "Selden, AFT Council Majority in Conflict on Policy Issues," American Teacher, January 1974, p. 5.

73. "AAUP Collective Bargaining Units Organize," The Michigan AAUP Letter, Vol. VIII, No. 2 (June 1973), no page.

74. "Three Vie for Presidency of AAUP; First Real Contest in 59 Years," The Chronicle of Higher Education, Vol. VIII, No. 20 (February 19, 1974), p. 5.

75. "Self-Styled 'Fogey', Van Alstyne, Wins AAUP Presidency," The Chronicle of Higher Education, Vol. VIII, No. 28 (April 15, 1974), p. 3.

76. "AAUP Likely to Censure College that Dropped Tenure," The Chronicle of Higher Education, Vol. VIII, No. 29 (April 22, 1974), p. 3.